

SERVICE LEVELS & SUPPORT

1. Services Availability

Cutover will use commercially reasonable efforts to ensure that the Cutover Instance will be available at least 99.9% of the time subject to Maintenance and other Exclusions (as detailed in the table below). Availability is measured monthly and calculated as follows: **(total - downtime + excluded)/total) * 100**

Term	Definition
Total	means the total number of minutes during the relevant month
Downtime (in the relevant month)	means minutes during the relevant month in which the Cutover Instance is not available
Excluded	means any Maintenance and other Exclusions
Maintenance and other Exclusions	The Cutover Instance will not be considered unavailable for any outage that results from any maintenance performed by Cutover (i) of which Customer is notified at least 24 hours in advance (up to a total of 4 hours per month); (" Scheduled Maintenance "); or (ii) as a result of Customer's maintenance request outside of the normally scheduled maintenance. In addition, the Cutover Instance will not be considered unavailable for any outage due to (i) acts or omissions of Customer and/or its Users in breach of this Agreement; or (ii) failure or fault by Customer's or its Users' cloud provider services.

2. Support Availability

Non-Urgent Support is available via in-app chat and email during normal business hours (from 9am UK until 5pm Eastern Time ("ET")) with an initial response time of 12 hours.

Problem Severity Level Definition	Initial Response Time	Availability Hours
Level 1: The Cutover Instance is unavailable	15 minutes	Urgent support hotline via telephone during normal business hours (9am UK until 5pm ET). See Cutover Help Centre for support hotline details.
Level 2: The Cutover Instance is available, but a key function is unavailable, and a reasonable workaround is not available.	15 minutes	
Level 3: The Cutover Instance is available. But a key feature is unavailable, and a reasonable workaround is available.	15 minutes	

3. Service Credits

Service Credits apply where Cutover fails to meet the Services Availability (Uptime) stated in part 1 of this SLA. At the end of each Contract Year, Cutover shall apply such Service Credits in discharge (in whole or part) of any future Subscription Fees that becomes due or payable to Cutover. If no further Subscription Fees apply, Cutover shall pay to the Customer an amount equal to the Service Credit due promptly following the end of the Contract Year to which it applies and provide reasonable evidence supporting the calculation of the Service Credit amount. Any applicable Service Credit payable shall be Customer's sole and exclusive remedy. Any Service Credit payable under this SLA shall be the Customer's sole and exclusive remedy for Cutover's failure to meet the Services Availability.

Services Availability	Service Credit
98.99% - 97.00%	An amount equal to 5% of the current annual Subscription Fee paid by Customer divided by 12
< 97.00%	An amount equal to 10% of the current annual Subscription Fee paid by Customer divided by 12